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tain an action irrespective of the clause in the policy. *Boileau v. Insurance Company*, W'kly Notes Cas. 145. When a person so unfortunate as to have his power of reasoning impaired and not to understand the moral character, the general nature, consequence and effects of the act he is about to commit, which he cannot resist, such death is not within the contemplation of the parties to the contract and the insurer is liable. *Life Insurance Co. v. Terry*, 15 Wall 508.

INTEREST—COMPUTATION—COMPOUND INTEREST.—INHABITANTS OF TISBURY v. VINEYARD HAVEN WATER CO., 79 N. E. 256 (MASS.). *Held*, that where interest is to be allowed on money due, the computation is to be of simple interest, unless there is an express requirement to the contrary.

The common law rule, not to allow compound interest, has been generally followed in the United States, *Wilson v. Davis*, 1 Mont. 183; and compound interest is recoverable only when statutes so provide. *Denver Brick Mfg Co. v. McAllister*, 6 Colo. 261. But the law favors interest upon interest in special cases of fiduciary relations. *Wofford v. Wyly*, 72 Ga. 863. As in the case of decedent's solvent estate in payment of his debts. *Ellicott v. Ellicott* 6 Gill & J. 35. Or where money is withheld by reason of neglect or intentional misconduct of the debtor. *Royner v. Bryson*, 29 Md. 473. And principal and interest may be aggregated to date of judgment and interest upon the aggregate reckoned from that date. *Stanton v. Woodcock*, 19 Ind. 273. However in the case of judgment on appeal interest is calculated on the principal of the original debt. *Tindall v. Meeker*, 2 Ill. 137. And compound interest is not recoverable on a bill to redeem a mortgage which is to secure an annual interest bearing note. *Kittredge v. McLaughlin*, 38 Me. 513; *Hyde v. Brown*, 5 La. 33.

LANDLORD AND TENANT — INJURY FROM DEFECT — CONTRIBUTORY NEGLIGENCE OF TENANT.—REAMS v. TAYLOR (87 PAC. 1089) (UTAH.), *Held*, though a landlord break a covenant to cover a cellarway, he is not liable for injuries to a tenant who falls therein, where, knowing the nature of the defect, the tenant fails to exercise her right to repair the defect and deduct the expense from the rent, or to surrender the premises, and exposes herself to the risk of injury.

The cases in point seem to sustain this decision and one court goes so far as to state that when the plaintiff was fully aware of the facts the plaintiff's fault was as much responsible for the injuries as the defendant's. *Town v. Armstrong*, 75 Mich. 580; *Quinn v. Perham*, 151 Mass. 162. The question of contributory negligence forms the basis of these cases and it has been held that in order to support an action for negligent injury the plaintiff must prove himself free from contributory negligence. *Mahon v. Burns*, 34 N. Y. Supp. 91. It is even said that from the moment of transfer neither party is bound to improve on the premises and that if a landlord should enter for any such purpose the tenant might forcibly eject him. *Weir v. Simpson*, 2 Phila. 158. In one jurisdiction it was held that the landlord only had to make the premises fit for hiring purposes and that the tenant knowing of defects and not repairing them was guilty of contributory negligence if he sustains injuries by reason of said defects. *Daley v. Quich*, 99 Cal. 179.

MASTER AND SERVANT—MACHINERY INSPECTION—DELEGATION OF DUTY.—CLARK v. GOLDIE—109 N. W. 1044 (MICH.). *Held*, that the duty of a master to inspect machinery to determine its safety cannot be delegated but